

Eugene P. Ramirez (State Bar No. 134865)  
*eugene.ramirez@manningkass.com*  
Yury A. Kolesnikov (State Bar No. 271173)  
*yury.kolesnikov@manningkass.com*  
Kayleigh Andersen (State Bar No. 306442)  
*kayleigh.andersen@manningkass.com*  
**MANNING & KASS**  
**ELLROD, RAMIREZ, TRESTER LLP**  
801 S. Figueroa St, 15th Floor  
Los Angeles, California 90017-3012  
Telephone: (213) 624-6900  
Facsimile: (213) 624-6999

*Attorneys for Defendant Deputy CORRIN  
CASSIDY*

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

ESTATE OF GLENN MCCRARY, by  
and through his successors in interests,  
*et al.*,

Plaintiffs,

v.

VICTORVILLE POLICE  
DEPARTMENT, a public entity, *et al.*,

Defendants.

Case No.: 5:23-cv-02602 SSS (SPx)

**STIPULATED PROTECTIVE  
ORDER**

Complaint Filed: December 20, 2023  
Trial Date: Not Yet Set

**1. A. PURPOSES AND LIMITATIONS**

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does

1 not confer blanket protections on all disclosures or responses to discovery and that  
2 the protection it affords from public disclosure and use extends only to the limited  
3 information or items that are entitled to confidential treatment under the applicable  
4 legal principles. The parties further acknowledge, as set forth in Section 12.3, below,  
5 that this Stipulated Protective Order does not entitle them to file confidential  
6 information under seal; Civil Local Rule 79-5 sets forth the procedures that must be  
7 followed and the standards that will be applied when a party seeks permission from  
8 the court to file material under seal.

9 **B. GOOD CAUSE STATEMENT**

10 This action is expected to involve the disclosure of highly sensitive and  
11 confidential information, including both (1) medical and personal records and (2) law  
12 enforcement personnel records and related materials. The parties agree that special  
13 protection from public disclosure—and from use for any purpose other than the  
14 prosecution of this case—is warranted.

15 **1.1 Medical and Personal Confidential Information**

16 This case may involve the production of private medical and mental health  
17 records, autopsy reports, and other sensitive documents related to the death at issue.  
18 These records include, but are not limited to, HIPAA-protected health care  
19 information, as well as confidential information concerning third parties and non-  
20 parties. The parties further anticipate the disclosure of personal identifying  
21 information, background investigation materials, and other documents generally  
22 unavailable to the public or protected by law.

23 The parties agree that such materials are protected under federal and state  
24 privacy laws, including the Health Insurance Portability and Accountability Act  
25 (HIPAA), and should not be disclosed outside the litigation. The need to preserve the  
26 confidentiality of this information, particularly with respect to individuals not party  
27 to the action, supports the entry of a protective order.

28 **1.2 Law Enforcement Personnel Records and Privileged Law Enforcement**

**Materials**

Separately, Defendants contend that good cause exists for a protective order to prevent the disclosure of peace officer personnel records and associated investigative materials. These records include internal police procedures, investigative analyses, and legal communications, the release of which could harm public safety, impair law enforcement functions, and intrude on officers' privacy.

First, Defendants assert that peace officers have a reasonable expectation of privacy in their personnel records, a protection recognized under both federal law and California's *Pitchess* statutes. See *Sanchez v. Santa Ana Police Dept.*, 936 F.2d 1027, 1033–34 (9th Cir. 1990); *Hallon v. City of Stockton*, 2012 U.S. Dist. LEXIS 14665, at \*2–3, \*12–13 (E.D. Cal. 2012); *Soto v. City of Concord*, 162 F.R.D. 603, 613 n.4, 616 (N.D. Cal. 1995); cf. Cal. Penal Code §§ 832.7, 832.8; Cal. Evid. Code §§ 1040–1047. They argue that unrestricted disclosure of these materials could endanger officers, non-party witnesses, and their families or associates.

Second, Defendants assert that these records are protected by several federal privileges, including the deliberative process privilege, the official information privilege, the law enforcement privilege, and the attorney-client privilege (and attorney work product doctrine). These privileges apply especially to materials involving internal evaluations, critical self-analysis, or legal advice, such as Internal Affairs reports, supervisory assessments, and documents prepared at the direction of counsel. See *Kelly v. City of San Jose*, 114 F.R.D. 654, 668–71 (N.D. Cal. 1987); *Maricopa Audubon Soc'y v. U.S. Forest Serv.*, 108 F.3d 1089, 1092–95 (9th Cir. 1997); *Tuite v. Henry*, 181 F.R.D. 175, 176–77 (D.D.C. 1998); *Admiral Ins. Co. v. U.S. Dist. Ct.*, 881 F.2d 1486, 1492, 1495 (9th Cir. 1988). Defendants contend that disclosure would undermine law enforcement's ability to obtain candid input from witnesses, conduct effective investigations, and implement necessary reforms.

Third, Defendants note that peace officers may be compelled to provide statements in connection with internal investigations, unlike private citizens. They

1 argue that the involuntary nature of such disclosures makes public release  
2 fundamentally unfair. See *Lybarger v. City of Los Angeles*, 40 Cal. 3d 822, 828–30  
3 (1985); cf. U.S. Const. amend. V.

4 **2. DEFINITIONS**

5 **2.1 Action:** this pending federal law suit.

6 **2.2 Challenging Party:** a Party or Non-Party that challenges the designation  
7 of information or items under this Order.

8 **2.3 “CONFIDENTIAL” Information or Items:** information (regardless of  
9 how it is generated, stored or maintained) or tangible things that qualify for protection  
10 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good  
11 Cause Statement.

12 **2.4 Counsel:** Outside Counsel of Record and House Counsel (as well as their  
13 support staff).

14 **2.5 Designating Party:** a Party or Non-Party that designates information or  
15 items that it produces in disclosures or in responses to discovery as  
16 “CONFIDENTIAL.”

17 **2.6 Disclosure or Discovery Material:** all items or information, regardless  
18 of the medium or manner in which it is generated, stored, or maintained (including,  
19 among other things, testimony, transcripts, and tangible things), that are produced or  
20 generated in disclosures or responses to discovery in this matter.

21 **2.7 Expert:** a person with specialized knowledge or experience in a matter  
22 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
23 an expert witness or as a consultant in this Action.

24 **2.8 House Counsel:** attorneys who are employees of a party to this Action.  
25 House Counsel does not include Outside Counsel of Record or any other outside  
26 counsel.

27 **2.9 Non-Party:** any natural person, partnership, corporation, association, or  
28 other legal entity not named as a Party to this action.

1           **2.10 Outside Counsel of Record:** attorneys who are not employees of a party  
2 to this Action but are retained to represent or advise a party to this Action and have  
3 appeared in this Action on behalf of that party or are affiliated with a law firm which  
4 has appeared on behalf of that party, and includes support staff.

5           **2.11 Party:** any party to this Action, including all of its officers, directors,  
6 employees, consultants, retained experts, and Outside Counsel of Record (and their  
7 support staffs).

8           **2.12 Producing Party:** a Party or Non-Party that produces Disclosure or  
9 Discovery Material in this Action.

10           **2.13 Professional Vendors:** persons or entities that provide litigation support  
11 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
12 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
13 and their employees and subcontractors.

14           **2.14 Protected Material:** any Disclosure or Discovery Material that is  
15 designated as “CONFIDENTIAL.”

16           **2.15 Receiving Party:** a Party that receives Disclosure or Discovery Material  
17 from a Producing Party.

18           **3. SCOPE**

19           Once a case proceeds to trial, all of the information that was designated as  
20 confidential or maintained pursuant to this protective order used or introduced as  
21 an exhibit at trial becomes public and will be presumptively available to all member  
22 of the public, including the press, unless compelling reasons supported by specific  
23 factual findings to proceed otherwise are made to the trial judge in advance of the  
24 trial. See Kamakana v. City and County of Honolulu, 447 F.3d 1172, 1180-81 (9<sup>th</sup>  
25 Cir. 2006) (distinguishing “good cause” showing for sealing documents produced in  
26 discovery from “compelling reasons” standard when merits-related documents are  
27 part of court record). Accordingly, the terms of this protective order do not extend  
28

beyond the commencement of the trial except as outlined in this Section.

**4. DURATION**

Even after final disposition of this litigation, the confidentiality obligations imposed by this Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of all claims and defenses in this Action, with or without prejudice; and (2) final judgment herein after the completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action, including the time limits for filing any motions or applications for extension of time pursuant to applicable law.

**5. DESIGNATING PROTECTED MATERIAL**

**5.1 Exercise of Restraint and Care in Designating Material for Protection.**

Each Party or Non-Party that designates information or items for protection under this Order must take care to limit any such designation to specific material that qualifies under the appropriate standards. The Designating Party must designate for protection only those parts of material, documents, items, or oral or written communications that qualify so that other portions of the material, documents, items, or communications for which protection is not warranted are not swept unjustifiably within the ambit of this Order.

Mass, indiscriminate, or routinized designations are prohibited. Designations that are shown to be clearly unjustified or that have been made for an improper purpose (e.g., to unnecessarily encumber the case development process or to impose unnecessary expenses and burdens on other parties) may expose the Designating Party to sanctions.

If it comes to a Designating Party's attention that information or items that it designated for protection do not qualify for protection, that Designating Party must promptly notify all other Parties that it is withdrawing the inapplicable designation.

**5.2 Manner and Timing of Designations.**

Except as otherwise provided in this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so designated before the material is disclosed or produced.

Designation in conformity with this Order requires:

(a) for information in documentary form (e.g., paper or electronic documents, but excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party affix at a minimum, the legend “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”), to each page that contains protected material. If only a portion or portions of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins).

A Party or Non-Party that makes original documents available for inspection need not designate them for protection until after the inspecting Party has indicated which documents it would like copied and produced. During the inspection and before the designation, all of the material made available for inspection shall be deemed “CONFIDENTIAL.” After the inspecting Party has identified the documents it wants copied and produced, the Producing Party must determine which documents, or portions thereof, qualify for protection under this Order. Then, before producing the specified documents, the Producing Party must affix the “CONFIDENTIAL legend” to each page that contains Protected Material. If only a portion or portions of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins).

(b) for testimony given in depositions that the Designating Party identify the Disclosure or Discovery Material on the record, before the close of the deposition all protected testimony.



(c) for information produced in some form other than documentary and for any other tangible items, that the Producing Party affix in a prominent place on the exterior of the container or containers in which the information is stored the legend “CONFIDENTIAL.” If only a portion or portions of the information warrants protection, the Producing Party, to the extent practicable, shall identify the protected portion(s).

### **5.3 Inadvertent Failures to Designate.**

If timely corrected, an inadvertent failure to designate qualified information or items does not, standing alone, waive the Designating Party’s right to secure protection under this Order for such material. Upon timely correction of a designation, the Receiving Party must make reasonable efforts to assure that the material is treated in accordance with the provisions of this Order.

## **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

**6.1 Timing of Challenges.** Any Party or Non-Party may challenge a designation of confidentiality at any time that is consistent with the Court’s Scheduling Order.

**6.2 Meet and Confer.** The Challenging Party shall initiate the dispute resolution process under Local Rule 37.1 *et seq.*

**6.3** The burden of persuasion in any such challenge proceeding shall be on the Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn the confidentiality designation, all parties shall continue to afford the material in question the level of protection to which it is entitled under the Producing Party’s designation until the Court rules on the challenge.

## **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

**7.1 Basic Principles.** A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Non-Party in connection with this



1 Action only for prosecuting, defending, or attempting to settle this Action. Such  
2 Protected Material may be disclosed only to the categories of persons and under the  
3 conditions described in this Order. When the Action has been terminated, a Receiving  
4 Party must comply with the provisions of section 13 below (FINAL DISPOSITION).  
5 Protected Material must be stored and maintained by a Receiving Party at a location  
6 and in a secure manner that ensures that access is limited to the persons authorized  
7 under this Order.

8 **7.2 Disclosure of “CONFIDENTIAL” Information or Items.** Unless  
9 otherwise ordered by the court or permitted in writing by the Designating Party, a  
10 Receiving Party may disclose any information or item designated  
11 “CONFIDENTIAL” only to:

12 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well as  
13 employees of said Outside Counsel of Record to whom it is reasonably necessary to  
14 disclose the information for this Action;

15 (b) the officers, directors, and employees (including House Counsel) of the  
16 Receiving Party to whom disclosure is reasonably necessary for this Action;

17 (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure  
18 is reasonably necessary for this Action and who have signed the “Acknowledgment  
19 and Agreement to Be Bound” (Exhibit A);

20 (d) the court and its personnel;

21 (e) court reporters and their staff;

22 (f) professional jury or trial consultants, mock jurors, and Professional Vendors  
23 to whom disclosure is reasonably necessary for this Action and who have signed the  
24 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

25 (g) the author or recipient of a document containing the information or a  
26 custodian or other person who otherwise possessed or knew the information;

27 (h) during their depositions, witnesses ,and attorneys for witnesses, in the  
28 Action to whom disclosure is reasonably necessary provided: (1) the deposing party

1 requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they will  
2 not be permitted to keep any confidential information unless they sign the  
3 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise  
4 agreed by the Designating Party or ordered by the court. Pages of transcribed  
5 deposition testimony or exhibits to depositions that reveal Protected Material may be  
6 separately bound by the court reporter and may not be disclosed to anyone except as  
7 permitted under this Stipulated Protective Order; and

8 (i) any mediator or settlement officer, and their supporting personnel, mutually  
9 agreed upon by any of the parties engaged in settlement discussions.

10 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN**  
11 **OTHER LITIGATION**

12 If a Party is served with a subpoena or a court order issued in other litigation  
13 that compels disclosure of any information or items designated in this Action as  
14 “CONFIDENTIAL,” that Party must:

15 (a) promptly notify in writing the Designating Party. Such notification shall  
16 include a copy of the subpoena or court order;

17 (b) promptly notify in writing the party who caused the subpoena or order to  
18 issue in the other litigation that some or all of the material covered by the subpoena  
19 or order is subject to this Protective Order. Such notification shall include a copy of  
20 this Stipulated Protective Order; and

21 (c) cooperate with respect to all reasonable procedures sought to be pursued by  
22 the Designating Party whose Protected Material may be affected.

23 If the Designating Party timely seeks a protective order, the Party served with  
24 the subpoena or court order shall not produce any information designated in this action  
25 as “CONFIDENTIAL” before a determination by the court from which the subpoena  
26 or order issued, unless the Party has obtained the Designating Party’s permission. The  
27 Designating Party shall bear the burden and expense of seeking protection in that court  
28 of its confidential material and nothing in these provisions should be construed as

1 authorizing or encouraging a Receiving Party in this Action to disobey a lawful  
2 directive from another court.

3 **9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE**  
4 **PRODUCED IN THIS LITIGATION**

5 (a) The terms of this Order are applicable to information produced by a Non-  
6 Party in this Action and designated as "CONFIDENTIAL." Such information  
7 produced by Non-Parties in connection with this litigation is protected by the  
8 remedies and relief provided by this Order. Nothing in these provisions should be  
9 construed as prohibiting a Non-Party from seeking additional protections.

10 (b) In the event that a Party is required, by a valid discovery request, to  
11 produce a Non-Party's confidential information in its possession, and the Party is  
12 subject to an agreement with the Non-Party not to produce the Non-Party's  
13 confidential information, then the Party shall:

14 (1) promptly notify in writing the Requesting Party and the Non-Party  
15 that some or all of the information requested is subject to a confidentiality agreement  
16 with a Non-Party;

17 (2) promptly provide the Non-Party with a copy of the Stipulated  
18 Protective Order in this Action, the relevant discovery request(s), and a reasonably  
19 specific description of the information requested; and

20 (3) make the information requested available for inspection by the Non-  
21 Party, if requested.

22 (c) If the Non-Party fails to seek a protective order from this court within 14  
23 days of receiving the notice and accompanying information, the Receiving Party may  
24 produce the Non-Party's confidential information responsive to the discovery request.  
25 If the Non-Party timely seeks a protective order, the Receiving Party shall not produce  
26 any information in its possession or control that is subject to the confidentiality  
27 agreement with the Non-Party before a determination by the court. Absent a court  
28 order to the contrary, the Non-Party shall bear the burden and expense of seeking

1 protection in this court of its Protected Material.

2 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

3 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
4 Protected Material to any person or in any circumstance not authorized under this  
5 Stipulated Protective Order, the Receiving Party must immediately (a) notify in  
6 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts  
7 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or  
8 persons to whom unauthorized disclosures were made of all the terms of this Order,  
9 and (d) request such person or persons to execute the “Acknowledgment and  
10 Agreement to Be Bound” that is attached hereto as Exhibit A.

11 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**  
12 **PROTECTED MATERIAL**

13 When a Producing Party gives notice to Receiving Parties that certain  
14 inadvertently produced material is subject to a claim of privilege or other protection,  
15 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil  
16 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure  
17 may be established in an e-discovery order that provides for production without prior  
18 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the  
19 parties reach an agreement on the effect of disclosure of a communication or  
20 information covered by the attorney-client privilege or work product protection, the  
21 parties may incorporate their agreement in the stipulated protective order submitted  
22 to the court.

23 **12. MISCELLANEOUS**

24 **12.1 Right to Further Relief.** Nothing in this Order abridges the right of any  
25 person to seek its modification by the Court in the future.

26 **12.2 Right to Assert Other Objections.** By stipulating to the entry of this  
27 Protective Order no Party waives any right it otherwise would have to object to  
28 disclosing or producing any information or item on any ground not addressed in this

1 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
2 ground to use in evidence of any of the material covered by this Protective Order.

3 **12.3 Filing Protected Material.** A Party that seeks to file under seal any  
4 Protected Material must comply with Civil Local Rule 79-5. Protected Material may  
5 only be filed under seal pursuant to a court order authorizing the sealing of the specific  
6 Protected Material at issue. If a Party's request to file Protected Material under seal is  
7 denied by the court, then the Receiving Party may file the information in the public  
8 record unless otherwise instructed by the court.

9 **13. FINAL DISPOSITION**

10 After the final disposition of this Action, as defined in paragraph 4, within 60  
11 days of a written request by the Designating Party, each Receiving Party must return  
12 all Protected Material to the Producing Party or destroy such material. As used in this  
13 subdivision, "all Protected Material" includes all copies, abstracts, compilations,  
14 summaries, and any other format reproducing or capturing any of the Protected  
15 Material. Whether the Protected Material is returned or destroyed, the Receiving Party  
16 must submit a written certification to the Producing Party (and, if not the same person  
17 or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by  
18 category, where appropriate) all the Protected Material that was returned or destroyed  
19 and (2) affirms that the Receiving Party has not retained any copies, abstracts,  
20 compilations, summaries or any other format reproducing or capturing any of the  
21 Protected Material. Notwithstanding this provision, Counsel are entitled to retain an  
22 archival copy of all pleadings, motion papers, trial, deposition, and hearing  
23 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert  
24 reports, attorney work product, and consultant and expert work product, even if such  
25 materials contain Protected Material. Any such archival copies that contain or  
26 constitute Protected Material remain subject to this Protective Order as set forth in  
27 Section 4 (DURATION).

28 **14. VIOLATIONS**

Any violation of this Order may be punished by any and all appropriate measures including, without limitation, contempt proceedings and/or monetary sanctions.

**IT IS SO STIPULATED THROUGH COUNSEL OF RECORD.**

DATED: September 22, 2025

Respectfully submitted,

**MANNING & KASS  
ELLROD, RAMIREZ, TRESTER LLP**

By: /s/ Kayleigh Andersen  
Eugene P. Ramirez  
Kayleigh Andersen  
*Attorneys for Defendant, Deputy CORRIN  
CASSIDY*

DATED: September 22, 2025

**LAW OFFICES OF CHRISTIAN  
CONTRERAS**

By: /s/ Claire McCall  
Christian Contreras  
Claire McCall  
*Attorneys for Plaintiffs, Estate of Glenn  
McCrory, et al.*

1 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

2  
3 DATED: October 3, 2025

4 

5  
6 Honorable Sheri Pym  
7 United States Magistrate Judge

8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
MK MANNING | KASS



**EXHIBIT A**

**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, \_\_\_\_\_ [print or type full name], of  
\_\_\_\_\_ [print or type full address],  
declare under penalty of perjury that I have read in its entirety and understand the  
Stipulated Protective Order that was issued by the United States District Court for the  
Central District of California on \_\_\_\_\_ [date] in the case of  
**ESTATE OF GLENN MCCRARY, et al, v. COUNTY OF SAN BERNARDINO,  
et al, Case No. 5:23-cv-02602 SSS (SPx).** I agree to comply with and to be bound by  
all the terms of this Stipulated Protective Order and I understand and acknowledge  
that failure to so comply could expose me to sanctions and punishment in the nature  
of contempt. I solemnly promise that I will not disclose in any manner any information  
or item that is subject to this Stipulated Protective Order to any person or entity except  
in strict compliance with the provisions of this Order. I further agree to submit to the  
jurisdiction of the United States District Court for the Central District of California  
for the purpose of enforcing the terms of this Stipulated Protective Order, even if such  
enforcement proceedings occur after termination of this action. I hereby appoint  
\_\_\_\_\_ [print or type full name] of \_\_\_\_\_  
\_\_\_\_\_ [print or type full address and telephone  
number] as my California agent for service of process in connection with this action  
or any proceedings related to enforcement of this Stipulated Protective Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_